



Republic of the Philippines
Province of Cavite
CITY OF BACOOD



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor/Acting City Vice Mayor

HON. MICHAEL E. SOLIS
City Councilor

ON LEAVE
HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

CITY RESOLUTION NO. 2024-615
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN RMS CONSULTING CO., LTD/RMS PLATFORM CO., LTD AND THE CITY GOVERNMENT OF BACOOD.

Sponsored by:
Hon. Levy M. Tela

Co-sponsored by:
Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, and Hon. Michael E. Solis.

WHEREAS, on 2 October 2024, the Office of the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting the City Council to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Understanding (MOU) on behalf of the City Government of Bacoor with RMS Consulting Co., Ltd/RMS Platform Co., Ltd.

WHEREAS, the City Government of Bacoor and the RMS Consulting Co., Ltd/RMS Platform Co., Ltd. mutually agreed to cooperate with each other in promoting investment and strengthening industrial business in the city.

WHEREAS, a draft MOU was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed MOU is hereby deemed incorporated into and made a part of this Resolution as Annex "A".

NOW, THEREFORE, upon motion of Hon. Levy M. Tela, duly seconded by the rest of the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding between the City Government of Bacoor and RMS Consulting Co., Ltd/RMS Platform Co., Ltd.



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

[Signature]
HON. KATHERINE SAKNO-EVARISTO
City Councilor/Acting City Vice Mayor

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

ON LEAVE
HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]
HON. RAMON N. BALIUSTA
City Councilor

[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

[Signature]
HON. LEY M. TELA
City Councilor

DISTRICT II

[Signature]
HON. ROBERTO L. ADVINCULA
City Councilor

[Signature]
HON. REYNALDO D. PALABRICA
City Councilor

[Signature]
HON. REYNALDO M. FABIAN
City Councilor

[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

[Signature]
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

[Signature]
HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

[Signature]
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

RESOLVED FURTHER, to furnish the Office of the City Mayor, the RMS Consulting Co., Ltd/RMS Platform Co., Ltd., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 11th day of November 2024 at the City of Bacoor during the 116th regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified by:

[Signature]
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

[Signature]
MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Noted by:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this _____ day of _____, 2024 (the "Effective Date") at _____, by and between:

RMS Consulting Co., Ltd/ RMS Platform Co., Ltd, a corporation duly organized and existing under and by virtue of the laws of _____, with principal office address at _____, represented herein by its President, _____, and hereinafter referred to as "RMS"

and

The **CITY GOVERNMENT OF BACDOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "LGU BACDOR"

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions stipulated hereinafter, the Parties agree as follows:

Article 1. Objective

The objective of this MOU shall be that both Parties will have relationships of mutual cooperation upon promoting investment and strengthen cooperation between Korea and the Philippines through both Parties' mutual understanding of the strategy and business needs.

Article 2. Binding Force

No provisions of this MOU shall be legally binding on both Parties, and the specified rights and obligations of each Party shall be prescribed by an agreement to be executed later.

Article 3. Terms and Conditions

Both Parties shall mutually cooperate with each other with respect to each of the following terms and conditions based on good faith:

1. Strengthening industrial cooperation between Korea and the Philippines
2. Promote the strengthening of industrial cooperation between Korea and the Philippines by supporting Korean companies to invest in the 4th industries and
3. Any other relevant matters that meet the purpose of this MOU.

Article 4. Performance

1. Both Parties shall faithfully perform the matters specified in this MOU based on the principle of good faith.
2. Neither Party shall disclose any matters that are acquired or have been acquired during the course of the discussions and negotiations with the other Party without any prior consent of the other Party to others, and the breaching Party shall compensate the non-breaching Party for all damages arising from the breach of this clause.
3. Each Party acknowledges that all rights and interests in and to the other Party's patents, copyright, moral rights, trademarks, business names, domain names, rights in get-up, design rights, or any other intellectual property rights, whether registered or unregistered, and whether current or future, will belong to the other Party. Nothing in this MOU gives a Party any interest in the IP Rights of the other Party.
4. To the extent that any of the data or information extended by one Party to the other Party, and/or collected or processed by one Party on behalf of the other Party, pursuant to this MOU consists of Personal Data as defined in Republic Act (RA) No. 10173 or the "Data Privacy Act of 2012," each Party agrees that it will not conduct itself, and including its officers and employees, in such a manner as to cause the other Party to be in breach of its obligations (as a "data user") under RA No. 10173.
5. The Parties shall ensure that all information, whether Personal Data or otherwise, is obtained lawfully and protected in compliance with the requirements of all legislation in force from time to time, including, without limitation, the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. Each Party further undertakes to comply with all other relevant obligations under the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other applicable laws.
6. Each Party shall immediately notify the other Party in writing of any data breach within twenty-four (24) hours from the discovery or knowledge thereof and shall cooperate with the other Party in every reasonable way to resolve such breach.

Article 5. Term and Termination

1. Unless otherwise amended by mutual agreement, this MOU shall become effective on the date of its execution and shall remain in full force and effect for one (1) year.
2. Where it is impossible to execute this MOU externally and internally, either Party may terminate this MOU through mutual discussion with the other Party, in which case, the Party shall give written notice of the termination of this MOU to the other Party no later than one (1) month before termination.

Article 6. Miscellaneous

1. Where there is any objection in the interpretation of any clause of this MOU, or there is any matter to discuss, both Parties shall make arbitration or decision.
2. Any other matters not specified in this MOU shall be specified through separate discussions of both Parties.
3. This MOU constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOU. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this MOU.
4. Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
5. Either Party is strictly prohibited from assigning this MOU, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this MOU without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this MOU. No assignment, with or without such consent, will relieve either Party from its obligations under this MOU.
6. Nothing in this MOU shall be construed as creating an agency or employment relationship between the two Parties. Neither Party shall have the authority to contract or in any manner incur any liability for or in the name of the other Party, nor by which might the other Party or its property become bound, except as provided herein.
7. If any part or parts of this MOU shall be held unenforceable for any reason, the remainder of this MOU shall continue in full force and effect. If any provision of this MOU is deemed invalid or unenforceable by any court

of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. This MOU shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this MOU shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this MOU. This MOU shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this MOU, all previous verbal and/or written arrangements about the subject of this MOU shall be considered null and void.
9. Except as may be otherwise specifically provided in this MOU, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this MOU, or at such other addresses as may be subsequently specified by written notice.
10. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding as of the date and at the place set forth above.

**RMS Consulting Co., Ltd.
RMS Platform Co., Ltd.**


Address: 2F, 50, Jong-ro 1-gil, Jongno-gu, Seoul, Republic of Korea

By:

NAME
President

**CITY GOVERNMENT OF
BACOR**

By:


HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

SIGNED IN THE PRESENCE OF:

<FULL NAME>
South Global Corporation
144 E. Evangelista, Bacoor, Cavite,
Philippines

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office